



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

August 3, 2012

MEMORANDUM

SUBJECT: Appointment of Contracting Officer Technical Representative under
Contract No. EP-S6-07-01, Environmental Quality Management, Inc.

FROM: Latrice Williams, Contracting Officer
Region 6

TO: Earl Liverman, Contracting Officer Technical Representative
Region 10

You are hereby appointed the Contracting Officer Technical Representative (COTR) for Task Order No. 126 under the contract identified above. The COTR's function is to serve as technical liaison with the Project Officer's (PO) assistance between the Contractor and Contracting Officer (CO). The COTR is responsible for monitoring the Contractor's performance and delivery of the products and services under Task Order No. 126. Specific duties and responsibilities are provided in this memorandum.

The duties delegated in this letter are not re-delegable. You may be personally liable for actions taken or direction given beyond the authorities delegated in this memorandum. In accomplishing your duties, you are cautioned to carefully review and comply with EPA Contracts Management Manual, Section 42 and EPA Order 1900.1A, Interacting with Contractors. In addition, you should be familiar with the terms and conditions of the contracts, Performance Work Statements (PWS), and the contract administration process, such as how to order work, key players, and process steps. If you are not familiar with these items, contact your PO.

The following authority and responsibilities are hereby delegated to you:

(a) Monitor contract performance and immediately report all problems to the PO and CO or Contract Specialist (CS). Keep the CO informed, both orally and in writing, of the status of the contract and performance of its requirements. No periodic reports to the CO or PO are required, but care should be taken to promptly report any potential disagreement or controversy which may arise.

(b) Develop Independent Government Cost Estimates (IGCE) for those Task Orders and Task Order amendments greater than \$150,000.

(c) Define the work to be performed by drafting a concise task description for the Task Orders, including tasks to be performed, schedules and interim schedules, deliverables, and an estimate of hours/dollars needed. Identify the appropriate Task Order under which work should be performed. The Task Order assigned work must be part of the ERRS contract Performance Work Statement (PWS).

(d) Advise the PO and CO of any vulnerable or sensitive areas in the Task Order PWS and list management controls to reduce them.

(e) Identify property that will be required to perform the Task Order. Property is the responsibility of the contractor. If an exception is required, a justification and exception must be requested to the PO and CO. Report Government property issues to the PO and CO.

(f) Prepare technical review and documentation on reasonableness of the proposed tasks, labor hours, and mix, materials and quantities based on comparison with PWS and IGCE. Participate in Task Order negotiations, when necessary.

(g) Review and provide input/recommendations to the CO regarding contractor's proposed use of consultants and subcontractors. Ensure all interactions with any subcontractor is appropriately tasked by the Prime Contractor. **There should be no direct interaction between the subcontractor and the EPA COTR.**

(h) Review Monthly Technical and Financial Progress Reports. Notify the PO of any questions or problems identified as a result of this review.

(i) Monitor estimated vs. actual dollars expended. Track commitments and obligations.

(j) Assure technical proficiency and compliance with the technical provisions of the Task Order by review and verification of the performance of work accomplished by the contractor.

(k) Ensure that the contractor complies with the contract PWS and Task Order PWS. Assist the CO in interpreting technical requirements of the PWS. Differences of opinion between the Government and Contractor shall be referred to the PO and CO for resolution.

(l) Compare the Contractor's progress to expenditures and advise the PO and CO of any disparity indicating excess or deficient funding. Monitor Contractor costs and promptly report, in writing, wasteful Contractor practices to the PO and CO.

(m) Review Contractor invoices and recommend approval/disapproval for payment as appropriate. Such review shall be completed in a manner so as to allow timely payment under the Prompt Payment Act.

(n) Recommend in writing to the PO and CO any changes desired in scope and/or

technical provisions of the Task Order with justification for the proposed action. If the Contractor proposes a change, obtain the Contractor's written statement to that effect and forward it to the CO together with your analysis and recommendation. **YOU ARE NOT DELEGATED AUTHORITY TO MAKE ANY CHANGES IN THE STATEMENT OF WORK OR DUTIES OR CONTRACTUAL TIME REQUIREMENTS OF THE PARTIES AS STATED IN THE CONTRACT UNLESS IT IS OF AN URGENT NATURE.**

(o) Identify the need for modification of Task Orders; determine need for new Task Orders and prepare all required documentation. As requested, prepare and forward to the PO and CO cost estimates and rationale for any proposed increase or decrease in the work and/or services to be performed. All new Task Orders and modifications shall be submitted for processing to the PO **48 hours prior** to mobilization (excludes emergency response), expiration of period of performance, **OR** achieving the Task Order funding/ceiling.

If a Task Order or Task Order amendment is not submitted prior to 48 hours, the COTR shall submit a written explanation as to the circumstances which precluded meeting the time frame submission requirement to the Branch Associate Director. Upon written approval of the Branch Associate Director, the COTR shall submit the Task Order/Task Order modification and approval to the PO for processing.

If the Branch Associate Directors are not available, the Task Order/Task Order modification shall be submitted to the PO and CO for processing with the required rationale for the circumstances which precluded meeting the timeframe submission requirements. The COTR is required to obtain the Associate Director's approval within two (2) business days after submission to the PO and provide the written approval to the PO and CO.

(p) Ensure that the contract or Task Order is formally modified before the Contractor proceeds with any changes in the work or services to be performed.

(q) Perform inspection of completed work and/or services and certify acceptance or non-acceptance of work.

(r) Document the need to stop work; provide the PO and CO with any information related to the need to stop work. **THE CO IS THE ONLY PERSON WHO CAN ISSUE A STOP WORK ORDER.** Assist the PO and CO in determining when work can be resumed.

(s) Inform the CO and PO of any potential or real conflicts of interest, personal or organizational which may arise under the contract. Recommend possible mitigation or avoidance strategies.

(t) Review and evaluate the Contractor's accomplishment of technical objectives. Promptly notify the CO of deficiencies or instances of noncompliance with contract terms. Review final reports and vouchers to determine whether the Task Order has been completed and close-out should begin. Initiate Task Order demobilization.

(u) Assure that the Contractor's employees are NOT supervised by Government personnel. Notify the CO of any instances of actual or suspected Government supervision.

(v) Accurately and promptly complete Performance Rating Sheets when requested by the PO.

(w) Provide any technical direction, in writing, to the Contractor, CO, and PO within **five (5) calendar days**.

(x) Notify the CO and PO via e-mail or other written instance of any scheduled meetings held with the contractor. **The contractor must sign in with the PO when meeting at the EPA office.** If a meeting is not scheduled, the COTR shall provide meeting notes in writing to the PO and CO.

(y) Any issues which violate the clauses and provisions of the contract will be noted in writing by the CO and forwarded management.

In order to record your actions as a COTR, it is recommended each COTR set up and maintain a file specifically related to Task Orders. This file should include copies of all correspondence you send to and receive from the Contractor and PO and CO. This would normally include such items as transmittals of comments for deliverables, approvals of deliverables, copies of voucher reviews and approvals, etc. This file should also contain any memoranda for record of any verbal actions and/or decisions and copies of all technical direction issued under the contract. Additionally, you should maintain copies of all deliverables received.

This appointment is effective upon receipt by you and shall remain in effect until closeout of the contract occurs or the Contracting Officer Technical Representative for the Task Order is officially changed.

You are requested to acknowledge receipt and acceptance of this delegation by signing the acknowledgment page and returning it to me. This can be in hard copy or by e-mail.

RECEIPT AND ACCEPTANCE ACKNOWLEDGED:

EL I hereby acknowledge and accept the duties and responsibilities designated to me within this document. I agree to fulfill all of the duties assigned until such time as the Task Orders for which I am Contracting Officer Technical Representative are closed are or an official change in Contracting Officer Technical Representative is executed.

EARL LIVEDMAN

EPA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE
(Printed Name)

8/23/12
DATE

EARL LIVEDMAN

EPA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE
(Signature)